

EXHIBIT 35

HOUSING SITE DEMOLITION AND RE-USE PROGRAM **AGREEMENT OF PARTICIPATION & LAND USE** **RESTRICTION COVENANTS**

THIS AGREEMENT made and entered into this _____ day of _____, 20__, between the City of _____, Missouri, a Municipal Corporation of the State of Missouri, County of _____ (hereinafter referred to as the “City”), and _____ (hereinafter referred to as “Owner”).

WITNESSETH:

WHEREAS, City has received a Community Development Block Grant which provides funds for the demolition of residential structures which have been declared blighted by action of the City Council; and

WHEREAS, a condition of the grant is that _____ must be built; and

WHEREAS, Owner is the owner of certain real estate located in the City of _____, County of _____, State of Missouri, which real estate is more particularly described in Exhibit “A,” attached hereto and incorporated herein by reference, and commonly know as _____ (address), _____ (City), Missouri, _____ (zip code), (hereinafter referred to as the “Property”); and

WHEREAS, the City Council has declared, by Resolution dated _____, 20__, one or more structures on the Property blighted; and

WHEREAS, Owner wishes to participate in the Demolition and Re-use Program; and

WHEREAS, this agreement is entered into between the parties hereto pursuant to the ordinances of the City of _____ and the laws of the State of Missouri.

NOW, THEREFORE, in consideration of the mutual covenants herein, the sufficiency of which is hereby acknowledged, the Owner and the City agree and covenant as follows:

Section 1 – Recording and Filing; Covenants to Run with the Land

- 1) Promptly upon execution and delivery by the Owner, the City shall cause this Agreement, including all attachments, to be recorded in the land records of _____ County. City shall provide Owner with a copy of the recorded document.
- 2) Owner intends, declares and covenants, on behalf of Owner and all future owners of the Property during the term of this Agreement, that this Agreement and the covenants, restrictions, and obligations set forth herein:

- a) shall be and are covenants running with the land and improvements, encumbering the Property for the term of this Agreement; and
 - b) shall bind the Owner (and the benefits shall inure to the City) and Owner's respective successors and assigns and all subsequent owners of the Property during the term of this Agreement.
- 3) For the term of this Agreement, each and every contract, deed, or other instrument hereafter executed conveying the Property shall expressly provide that such conveyance is subject to this Agreement; provided, however, the covenants, restrictions and obligations contained herein shall survive and be effective regardless of whether such contract, deed, or other instrument hereafter executed conveying the Property provides that such conveyance is subject to this Agreement.

Section 2 – Obligations and Covenants of City

- 1) **Demolition and Removal of Blighted Structure:** The City agrees to demolish and remove all structures on the Property. Demolition activity will include notification of all utilities, disconnection of utilities, asbestos inspection and abatement, actual demolition, appropriate disposal of all debris, and grading to a rough finish.
- 2) **Commencement of Work:** The City shall commence work under this Agreement on or before a date to be specified in a written "Notice to Proceed," a copy of which shall be given to Owner.
- 3) **Completion of Work:** The City shall make reasonable efforts to ensure that said work is prosecuted regularly, diligently, and uninterruptedly at a reasonable rate of progress.

Section 3 – Representations, Covenants and Obligations of Owner

- 1) **Ownership of the Property:** Owner represents and covenants that Owner is the owner in fee simple of the real estate described above and referred to as the Property.
- 2) **Lien Against the Property:** Owner represents and covenants that the Property is not subject to any liens or other encumbrances except as set forth in Exhibit "B" attached hereto and incorporated herein by reference.
- 3) **Occupation of the Property:** Owner represents and covenants that the Property is currently not occupied and will remain unoccupied until completion of the demolition and the filing by City of a Notice of Demolition Completed.
- 4) **Uniform Relocation Act Waiver:** Owner hereby waives any rights Owner may have under the Uniform Relocation Act and has signed a waiver at the time of signing this Agreement.
- 5) **Access to Property:** Owner hereby grants to the City, its agents and designees, including all contractors and subcontractors designated by the City, the right of complete access to the Property through the completion of the demolition and the filing by City of a Notice of Termination of Lien.

- 6) **Removal of Personal Property From the Property:** Owner shall remove all personal property from the Property as soon as possible after the signing of this Agreement and any personal property remaining on the Property ten (10) days after the date on which the City issues the “Notice to Proceed” shall be deemed to have been abandoned.
- 7) **Salvage of Property Prior to Demolition:** The Owner shall have certain “Salvage Rights.” The materials set forth in Exhibit “C” attached hereto and incorporated herein by reference may be salvaged from the structure(s) on the Property provided that the removal of said materials does not render any structure dangerous or unsecure. All salvaging of materials must be completed by ten (10) days after the date on which the City issues the “Notice to Proceed.” The Owner hereby relinquishes any right to salvage after this time has expired and any materials set forth in Exhibit “C” remaining on the Property ten (10) days after the date on which the City issues the “Notice to Proceed” shall be deemed to have been abandoned.
- 8) **Fair Housing Act:** Owner shall comply fully with the requirements of the Fair Housing Act as it may from time to time be amended.
- 9) **Notice to Transferees:** If the Owner or a successor sells, transfers, exchanges, or encumbers the Property at any time during the term of this Agreement, the Owner or the successor shall notify in writing and obtain the agreement of any buyer or successor or other person acquiring the Property or any interest therein that such acquisition is subject to the requirements of this Agreement. Owner agrees that the City may void any sale, transfer, exchange, or encumbrance of the Property if the buyer or successor or other person fails to assume in writing the requirements of this Agreement.
- 10) **Notice of Transfer:** The Owner and all successors shall notify the City in writing of any sale, transfer, exchange or encumbrance of the Property.
- 11) **Hold Harmless Agreement:** The Owner and all of Owner’s successors and assigns agree to indemnify City and save it harmless from and against any and all claims, actions, damages, liability and expense arising from the claim or demand of any person or other entity to or against City on account of or directly or indirectly as a result of the demolition or construction to be performed under this Agreement which is occasioned or caused wholly or in part by any act, or any negligent or tortuous omission, of Owner, or Owner’s agents, employees, servants, invitees or licensees or any of the Owner’s successors or assigns or their agents, employees, servants, invitees or licensees. In case City shall be a party to any litigation on the basis as above stated, then Owner and Owner’s successors and assigns shall protect and hold City harmless and shall pay all costs, expenses, and reasonable attorney’s fees that may be incurred or paid by City.
- 12) **Site Re-Use:** Owner agrees to ensure that
 - a) 51% of the direct beneficiaries of reuse of the property will meet the low-to-moderate income limits as defined by the City;
 - b) _____

- 13) **Bound By Grant:** The Owner and all of the Owner's successors and assigns agree to abide by all terms, conditions, and obligations of the Community Development Block Grant through which the demolition funds are being obtained.

Section 4 – Term of Agreement

This Agreement and the covenants, restrictions and obligations shall terminate upon the filing by the City in the Land Records of _____ County, a "Notice of Termination of Lien" which shall be filed by the City within a reasonable length of time after _____ has been completed on the Property as provided for herein.

Section 5 – Termination of Agreement by Owner

This Agreement may be terminated by Owner if the City fails to begin demolition within one hundred twenty (120) days after the signing of this Agreement. Termination by Owner shall be in writing and must be received by the City prior to the commencement of work on the Property. If a written termination is received prior to the City commencing work on the Property, the City shall provide Owner with a Notice of Termination of Lien in recordable form.

Section 6 – Termination of City's Obligations Under Agreement

In the event that any of the provisions of this Agreement are violated by Owner or the Owner's successor or assign, the City may serve written notice upon the Owner of its intention to terminate its obligations under this Agreement, and unless within ten (10) days after service of such notice upon the Owner, such violation shall cease and satisfactory arrangement of correction be made, the City's obligations under this Agreement shall, upon the expiration of ten (10) days, cease and terminate and the City shall have no further obligations hereunder. The lien provisions provided for herein shall continued to be in effect until a Notice of Termination of Lien is filed by the City with the Land Records of _____ County.

Section 7 – Enforcement

Any monies expended by the City for demolition or in preparation for demolition pursuant to this Agreement shall be a lien on the Property until either a Notice of Termination of Lien is filed by the City in the Land Records of _____ County.

If City terminates its obligations under Section 6 above or if _____ is not built on the Property as provided in Subsection 3L above, City may enforce its lien by action in the Circuit Court of _____ County, Missouri. If an attorney is retained to enforce this lien, City shall be entitled to reasonable attorney's fees and other costs of collection, including court costs and publication costs. The monies expended as set forth above, interest thereon at the rate of 9% per annum, attorney's fees and other costs of collection, shall be a lien upon the Property without the necessity of filing any additional instrument with the Land Records of _____ County and without the necessity of complying with any other condition precedent thereto and said lien shall continue in full force and effect until all amounts are fully paid.

All amounts included in the lien shall also be the personal obligation of the original Owner and each subsequent Owner of the Property.

Section 8 – Miscellaneous

- 1) This contract shall be binding upon the parties, their heirs, successors, or assigns, as the case may be.
- 2) Breach of any term of this Agreement by the Owner shall be grounds for the denial of permits and services/taps for any structure built on the Property.
- 3) If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Agreement is for any reason held invalid or unconstitutional by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Agreement.
- 4) The action or inaction of the City or the Owner shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing signed by the parties and approved by written resolution of the City Council. The failure of either party to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- 5) The captions and headings of this Agreement are for convenience and reference only, and shall not control or affect the meaning or construction of this Agreement. Use of the masculine gender shall also be deemed to refer to the feminine gender and neuter gender and the singular to the plural unless the context clearly requires otherwise.

Section 9 – Notices

- 1) Required notices to the Owner(s) shall be in writing and shall be either hand delivered to the Owner(s), their employees or agents or mailed to the Owner(s) by certified mail at the following address: _____

Notice to Owner shall be complete upon hand delivery or upon mailing.

- 2) Required notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or delivered by certified mail at the following address:

City of _____
_____(Mailing Address)
_____(City), MO _____(Zip Code)
ATTN: City Administrator

- 3) The City and Owner may, by notice given hereunder, designate any further or different addresses to which subsequent notices or certificates or other communication shall be sent.

IN WITNESS WHEREOF, the parties to these present have executed this Agreement in two (2) counterparts, each of which shall be deemed the original.

CITY OF _____, MISSOURI

Date

By City Administrator

OWNER(S)

Date:

[signature]

[printed name]

STATE OF MISSOURI)

) SS

COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the City Administrator of the City of _____, Missouri, and that the seal affixed to said instrument is the official seal of the City of _____, and that said instrument was signed and sealed on behalf of said City, by authority of the City Council and said _____ acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

(SEAL)

Notary Public, State of Missouri

My Commission Expires: _____

Commissioned in _____ County

STATE OF MISSOURI)

) SS

COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared _____, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/they executed the same as his/their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office, the day and year first above written.

(SEAL)

Notary Public, State of Missouri

My Commission Expires: _____

Commissioned in _____ County

EXHIBIT 35B

CITY/COUNTY of _____

LOT Re-Use Agreement with the State of Missouri CDBG Program

The City/County of _____, being the owner of the lot located at _____ that was acquired and cleared using CDBG funds, do hereby agree to provide documentation of LMI benefit of the lot to the State of Missouri CDBG Program. If the lot is reused to benefit the general target area, we will provide documentation of at least 51% LMI benefit. If the lot is reused for single family or multi family housing construction, we will provide documentation of 100% LMI benefit.

We, the undersigned, City/County of _____, will provide documentation of the LMI benefit and receive CDBG approval of any re-use of the lot prior to the initiation of the re-use activity(ies). Failure to document LMI benefit and to receive state approval prior to the initiation of the re-use activities will result in repayment of the CDBG funds that were used to acquire and clear the lot.

I, _____, Mayor/Commissioner of the City/County of _____, have read this agreement and fully understand it.

IN WITNESS WHEREOF, I have hereunder set my hand this _____ day of _____, 20____.

Mayor/Commissioner [signature]

WITNESS:

City/County Clerk [signature]

EXHIBIT 36

DEMOLITION CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between _____, hereinafter called the "Contractor," _____, hereinafter called the "Owner." In consideration of the mutual promises and agreements contained herein, the undersigned Contractor and Owner agree as follows:

The Contractor shall comply with the following provisions:

1) Labor, Materials and Work write-up:

Furnish all labor, materials, supervision, and services necessary to do the work specified in the "Work write-up" attached and made a part hereof for the total sum of \$ _____.

2) Notice to Proceed

Not begin the work to be performed until receipt of written Notice to Proceed, after which the Contractor shall begin the work within ten calendar days of the date of said Notice, and shall complete said work within _____ calendar days thereafter.

3) Specifications, Codes and Regulations

Comply with all appropriate specifications, including the general conditions provided separately to the Contractor and codes referred to and with all regulations, ordinances and laws of the City of _____, the State of Missouri, and the Federal Government, and permit reasonable inspection of all work by authorized inspectors.

4) Insurance

a) The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Claims under workers compensation, disability benefit and other similar employee benefit acts;
- (2) Claims for damages because of bodily injury, occupational sickness or diseases, or death of his employees;
- (3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
- (4) Claims for damages insured by usual personal injury liability coverage which are sustained 1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or 2) by any other person;

- (5) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from; and
 - (6) Bodily injury insurance shall be, at a minimum, in the amount of \$100,000.
 - b) Certificates of Insurance acceptable to the Owner shall be filed with the Project Administrator prior to commencement of the work. These certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least fifteen (15) days prior written notice has been given to the Board.
 - c) The Contractor shall procure and maintain, at his own expense, during the contract time, public liability insurance as required by the City, at a minimum, in the amount of \$300,000.
 - d) The Contractor shall procure and maintain, at his own expense, during the contract time, in accordance with the provisions of the laws of the state in which the work is performed, Workers Compensation insurance, including occupational disease provisions, for all of his employees at the site of the project and in case any work is sublet, the Contractor shall require such Subcontractor similarly to provide Worker's Compensation insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under Workmen's Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.
- 5) Asbestos Compliance:
- a) Contractors shall comply with the provisions of 29 CFR Part 1926(OHSA), governing the protection of workers disturbing lead painted surfaces. These provisions include, but are not limited to the following:
 - (1) The contractor shall contact the City's inspector before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.
 - (2) Shall conduct air quality monitoring when appropriate for the type of activity to determine the level of worker protection required by OHSA. If air quality monitoring results exceed 30 ug/cu. For an 8-hour period, then worker blood testing and monitoring requirements provided in OHSA shall apply.
 - (3) Shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OHSA.
 - (4) Shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
 - (5) Shall make proper facilities available for worker hygiene when entering or exiting a work area.
 - (6) Shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.

- (7) Shall ensure that specialized cleaning of containment areas is complete before reoccupancy by the occupant of the house. For activities that remove identified lead hazards, the contractor shall ensure that specialized cleaning is adequate to meet clearance standards adopted by HUD and the Missouri Department of Health.
- b) The contractor shall comply with the Missouri Air Conservation law, Rs.Mo.643, Sections 225-250, Missouri regulation 10 CFR 10.6.080, 10 CFR 6.240, and 10 CFR 6.250, EPA regulations at 40 CFR Part 61 governing asbestos, and OSHA worker protection regulations.
- 6) Permits and Licenses:
- Obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.
- 7) Debris and Material Removal:
- Keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the contractor, unless specifically spelled-out otherwise in the "Work write-up". Dispose of demolition debris in compliance with State and Federal laws.
- 8) Assignments and Subcontracts:
- Not assign the contract or subcontract any portion of this contract without written consent of the Owner. The request for the assignment must be addressed to the Owner, _____ [name], _____ [address]. The Contractor is responsible for all work carried out by any subcontractor.
- 9) Subcontracts to City Officials:
- Shall not subcontract any part of the work to be performed under this contract to any member, officer or employee of the City of _____ or its designees or agents, members of the governing body of the City of _____, and other public official of such locality who exercises any functions or responsibilities with respect to the Community Development Program giving rise to this contract during his or her tenure or for one year thereafter.
- 10) Guaranty:
- The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The Contractor warrants and guarantees for a period of one (1) year from the date of final inspection of the project that all completed systems are free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may, after giving 30 days notice to the Contractor, do so and charge the Contractor the cost thereby incurred. The Owner shall hold the State of Missouri, City of _____, and Rehabilitation Board harmless should the contractor not return to correct defects covered under this warranty. The city will, in no

way, guarantee that any defects due to faulty materials or workmanship will be corrected and will not ask any other government agency to cover the cost of correcting such defects.

11) Suspension of Work, Termination and Delay:

- a) The Owner may suspend the work or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the Contractor, by written notice to the Contractor, which notice shall fix the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.
- b) If the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the work or if he disregards the authority of the Owner, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the work by whatever method is deemed expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the project, including compensation for direct costs of completing the project, including compensation for additional professional services, such excess shall be paid to a Contractor selected by the Owner to complete the work. If such costs exceed such unpaid balance, the Contractor or his insurance company will pay the difference to the Board. Such costs incurred by the Board will be determined by the Project Administrator and incorporated in a Change Order.
- c) Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.
- d) After ten (10) days from delivery of a Written Notice to the Contractor, the Board may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case, the Contractor shall be paid for all work executed and any expense sustained plus reasonable profit.
- e) If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or the Owner fails to act on any request for payment within (30) days after it is submitted, or the Owner fails to recommend payment to the Contractor substantially the sum approved by the Owner or awarded by arbitrators within thirty (30) days of its approval

and presentation, then the Contractor may, after ten (10) days from delivery of a written notice to the Owner, terminate the Contract and recover from the Owner payment for all work executed and expenses sustained. In addition and in lieu of terminating the Contract, if the Owner has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may upon ten (10) days written notice to the Owner stop the work until he has been paid all amounts then due, in which event and upon resumption of the work, Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to stoppage of the work.

- f) If the performance of all or any portion of the work is suspended, delayed, or interrupted as a result of a failure of the Owner to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner.

12) Payments to Contractor:

- a) At least ten (10) days before any payment is to be requested, the Contractor will submit to the Owner a payment request filled out and signed by the Contractor covering the work performed and supported by lien releases covering all supplies, labor, and/or subcontractors used in the completing of the rehabilitation project. The Owner may authorize a draw at 50% completion of the work, with 10% retainage withheld in emergency situations. However, normally the Board will make a single payment upon completion. Lien releases must be provided prior to any payment being made to the Contractor.
- b) Prior to substantial completion, the Owner, with the concurrence of the Contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.
- c) The Owner shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damaged work except such as may be caused by agents or employees of the Owner.
- d) Upon completion and acceptance of the work, the owner shall issue a certificate attached to the final payment request that he/she has accepted the work under the conditions of the Contract Documents. The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by the Owner, shall be paid to the Contractor, within thirty (30) days of completion and acceptance of the work, if the Contractor has provided all required lien releases and has signed a Certification that all materials, laborers, and/or subcontractors have been paid in full.
- e) The Contractor hereby identifies and saves the Owner or the Owner's agents, the City of _____ and the City of _____'s agents, and the Missouri Department of Economic Development or the Department of Economic Development's agents harmless from all claims growing out of the lawful demands of

subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do, the owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the contract documents by the Owner to the Contractor, and the Owner shall not be liable to the Contractor for any such payments made in good faith.

- f) If the Owner fails to make payment thirty (30) days after approval by the Project Administrator, in addition to other remedies available to the contractor, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.

13) Acceptance of Final Payment as Release:

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this work and other relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents.

14) Changes in the Work:

- a) The owner may, at any time, as the need arises, order changes within the scope of the work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by Change Order. The Owner shall review and give final approval to all Change Orders.
- b) The Owner may, at any time, by issuing a written Change Order, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the Owner.

15) Changes in Contract Price:

The Contract Price may be changed only by a Change Order. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- a) Unit prices previously approved.
- b) An agreed lump sum.

- c) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon, but not to exceed fifteen (15) percent of the actual cost of the work to cover the cost of general overhead and profit.

16) Time for Completion and Liquidated Damages:

- a) The date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- b) The Contractor will proceed with the work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner that the Contract Time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- c) If the Contractor shall fail to complete the work within the Contract Time or extension of time granted by the Owner, then the Contractor may be required to pay to the Owner the amount of \$50/day for liquidated damages as specified in the Bid for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.
- d) The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Contractor has promptly given Written Notice of such delay to the Owner or Project Administrator.
 - (1) To any preference, priority or allocation order duly issued by the Owner.
 - (2) To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and
 - (3) To any delays of Subcontractors occasioned by any of the causes specified in paragraphs 4a and 4b of this article.

17) Equal Employment Opportunity, Nondiscrimination, and Minority Business Enterprise Utilization:

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1985, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government funded contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or as otherwise provided by law.
- g) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- h) The Contractor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document his efforts to the Owner.
- i) For contracts in excess of \$10,000, equal opportunity provisions of
"Attachment A" shall apply to this contract.

18) Training and Employment of Lower Income Residents of Project Area:

- a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in

connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.

- b) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and all applicable rules and orders of the Department issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

General Provisions

- 1) This contract embodies all the representatives, rights, duties and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or endure to the benefit of any of the parties.
- 2) The Contractor agrees to perform the work required by this contract, and the Owner agrees that neither he nor the members of his family, his tenants, agents or employees will hinder the Contractor in his work in carrying out HUD requirements and city codes and policies.
- 3) No member, officer or employee of the City of _____, Grantee, or its designees or agents, no member of the Governing Body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement.

THIS CONTRACT AND ALL TERMS AND CONDITIONS CONTAINED HEREIN ARE APPROVED AND ACCEPTED AS OF THE DATE FIRST ABOVE WRITTEN.

_____ Contractor	_____ Owner
_____ By	
_____ Address	_____ Address
_____ Telephone	_____ Mayor or Authorized City Official, Demolition-Only Program

EXHIBIT 37

DEMOLITION PROGRAM SAMPLE
ORDINANCE/RESOLUTION

Bill No. _____ Ordinance/Resolution No. _____

An Ordinance/Resolution of the City/County of _____, Missouri,
Implementing the Housing Site Demolition and Re-Use Program

WHEREAS, the City/County of _____ has received a Community
Development Block Grant which provides funds for the demolition of residential structures
which have been declared blighted by action of the Council/Commission; and

WHEREAS, the City/County of _____ desires to implement the Housing
Demolition and Re-Use Program; and

WHEREAS, the City/County of _____ desires to set forth specific provisions
and guidelines concerning the Housing Demolition and Re-Use Program.

BE IT ORDAINED BY THE CITY COUNCIL/COUNTY COMMISSION OF
_____ AS FOLLOWS:

SECTION 1. The City/County shall implement a Housing Demolition and Re-Use Program with
funds received from a CDBG grant for the demolition of residential (and commercial) structures,
which have been declared blighted by action of the City Council/County Commission.

SECTION 2. The County's/City's grant administrator is hereby authorized and directed to
execute for and on behalf of the City/County of _____ an agreement with any
owners of property which has been declared blighted by action of the City Council/County
Commission.

SECTION 3. The agreement shall be substantially the same in form and content as that
agreement attached hereto as Exhibit "A" and incorporated herein as it fully and completely set
out herein.

SECTION 4. This ordinance shall be in full force and effect from and after its passage and
approval by the City Council/county Commission of _____.

DULLY READ TWO TIMES AND PASSED THIS _____ DAY OF _____, 20__.

APPROVED THIS _____ DAY OF _____, 20__.

(Mayor or Presiding Commissioner)

ATTEST: _____ (SEAL)

Approved as to Contents and Form: _____

(Grantee's Counselor)

(Date)

EXHIBIT 37B

MODEL UNSAFE BUILDING ORDINANCE

AN ORDINANCE OF THE (CITY/VILLAGE) OF _____, MISSOURI, REGARDING DANGEROUS BUILDINGS AS NUISANCES AND THEIR REMOVAL OR RECONDITIONING, PROVIDING FOR THEIR DEMOLITION OR REPAIR BY THE (CITY/VILLAGE) AND PERTAINING TO INSURANCE PROCEEDS FROM DAMAGE OR LOSS TO BUILDINGS OR STRUCTURES.

BE IT ENACTED BY THE COUNCIL OF THE (CITY/VILLAGE) OF _____, MISSOURI, AS FOLLOWS:

Section 1. Purpose and scope.

It is the purpose of this ordinance to provide a just, equitable and practicable method for the repairing, vacation or demolition of buildings or structures that may endanger the life, limb, health, property, safety or welfare of the occupants of such buildings or the general public, and this ordinance shall apply to all dangerous buildings, as herein defined, that now are in existence or that may hereafter exist in the (city/village) of _____, Missouri.

Section 2. Dangerous buildings defined.

All buildings that are detrimental to the health, safety or welfare of the residents of the (city/village) and that have any or all of the following defects shall be deemed "dangerous buildings":

- 1) Those with interior walls or other vertical structural members that list, lean or buckle to such an extent that a plumb line passing through the center of gravity falls outside the middle third of its base.
- 2) Those that, exclusive of the foundation, show thirty-three (33) percent or more damage or deterioration of the supporting member or members, or fifty (50) percent damage or deterioration of the non-supporting enclosing or outside walls or covering.
- 3) Those that have improperly distributed loads upon the floors or roofs, or in which the same are overloaded or that have insufficient strength to be reasonably safe for the purpose used.
- 4) Those that have been damaged by fire, wind or other causes so as to become dangerous to life, safety or the general health and welfare of the occupants or the people of the city.
- 5) Those that are so dilapidated, decayed, unsafe, unsanitary or that so utterly fail to provide the amenities essential to decent living that they are unfit for human habitation, or are likely to cause sickness or disease, so as to work injury to the health, safety or welfare of those occupying such building.

- 6) Those having light, air and sanitation facilities that are inadequate to protect the health, safety or general welfare of human beings who live or may live therein.
- 7) Those having inadequate facilities for egress in case of fire or panic or those having insufficient stairways, elevators, fire escapes, or other adequate means of evacuation.
- 8) Those that have parts thereof that are so attached that they may fall and injure members of the public or property.
- 9) Those that because of their condition are unsafe, unsanitary or dangerous to the health, safety or general welfare of the people of this city.

Section 3. Dangerous buildings declared nuisance.

All dangerous buildings, as defined by Section 2, are hereby declared to be public nuisances, and shall be repaired, vacated or demolished as provided herein.

Section 4. Standards for repair, vacation, or demolition.

The following standards shall be followed in substance by the building inspector and the building commissioner in ordering repair, vacation, or demolition of any dangerous building.

- 1) If the dangerous building reasonably can be repaired so that it no longer will exist in violation of the terms of this ordinance, it shall be ordered repaired.
- 2) If the dangerous building is in such condition as to make it dangerous to the health, safety, or general welfare of its occupants, it shall be ordered to be vacated and repaired.
- 3) In all cases where a building cannot be repaired so that it no longer will exist in violation of the terms of this ordinance, it shall be demolished.
- 4) In all cases where a dangerous building is a fire hazard existing or erected in violation of the terms of this ordinance or any ordinance of this (city/village) or statute of the State of Missouri, it shall be repaired or demolished.

Section 5. Building inspector.

All city police officers and all other (city/village) employees so designated by the (mayor, city manager/administrator) shall be building inspectors within the meaning of this ordinance.

Section 6. Duties of building inspector; procedure and notice.

The building inspector shall have the duty under this ordinance to:

- 1) Inspect, or cause to be inspected, as often as may be necessary, all residential, institutional, assembly, commercial, industrial, garage, special or miscellaneous occupancy buildings for the purpose of determining whether any conditions exist that render such places a dangerous building when he has reasonable grounds to believe that any such building is dangerous.

- 2) Inspect any building, wall or structure about which complaints are filed by any person to the effect that a building, wall, or structure is or may be existing in violation of this ordinance, and the building inspector determines that there are reasonable grounds to believe that such building is dangerous.
- 3) Inspect any building, wall, or structure reported by the fire or police departments of this (city/village) as probably existing in violation of this ordinance.
- 4) Notify in writing, either by personal service or by certified mail, return receipt requested, or if service cannot be had by either of these modes of service, then service may be had by publication in a newspaper qualified to publish legal notices for two (2) successive weeks, the owner, occupant, lessee, mortgagee, agent and all other persons having an interest in said building as shown by the land records of the Recorder of Deeds of _____ County, of any building found by him to be a dangerous building within the standards set forth in Section 2. The notice required shall state that:
 - a) The owner must vacate, vacate and repair or vacate and demolish said building and clean up the lot or property on which the building is located in accordance with the terms of the notice and this ordinance;
 - b) The occupant or lessee must vacate said building or have it repaired in accordance with the notice and remain in possession;
 - c) The mortgagee, agent or other persons having an interest in said building as shown by the land records of the Recorder of Deeds of the county wherein the land is located, may, at his own risk, repair, vacate, or demolish the building and clean up the property or have such work done, provided that any person notified under this subsection to repair, vacate or demolish any building, or clean up the property shall be given such reasonable time not exceeding thirty (30) days to commence the required work;
- 5) The notice provided for in this section shall state a description of the building or structure deemed dangerous, a statement of the particulars that make the building or structure a dangerous building and an order requiring the designated work to be commenced within the time provided for in the above subsection;
- 6) Report in writing to the city building commissioner the noncompliance with any notice to vacate, repair, demolish, clean up the property or upon the failure to proceed continuously with the work without unnecessary delay;
- 7) Appear at all hearings conducted by the building commissioner and testify as to the condition of dangerous buildings.
- 8) Immediately report to the building commissioner concerning any building found by him to be inherently dangerous and that he determined to be a nuisance per se. The building commissioner may direct that such building be marked or posted with a written notice reading substantially as follows:

"This building has been found to be a dangerous building by the building inspector. This notice is to remain on this building and/or property until it is repaired, vacated or demolished

and the property is cleaned up in accordance with the notice that has been given the owner, occupant, lessee, mortgagee or agent of this building, and all other persons having an interest in said building as shown by the land records of the Recorder of Deeds of

_____ County. It is unlawful to remove this notice until such notice is complied with."

Provided, however, that the order by the building commissioner and the posting of said notice, shall not be construed to deprive all persons entitled thereto by this ordinance to the notice and hearing prescribed herein.

Section 7. Building Commissioner.

The (mayor, city manager/administrator, city council/board of aldermen, board of trustees or other designated officer or officers) shall act as building commissioner under this ordinance.

Section 8. Duties of the building commissioner.

The building commissioner shall have the power pursuant to this ordinance to:

- 1) Supervise all inspections required by this ordinance, and cause the building inspector to make inspections and perform all the duties required of him by this ordinance. Upon receiving a complaint or report from any source, that a dangerous building exists in the city, the building commissioner shall cause an inspection to be made forthwith. If the building commissioner deems it necessary to the performance of his duties and responsibilities imposed herein, the building commissioner may request an inspection and report be made by any other city department or retain services of an expert whenever the building commissioner deems such service necessary.
- 2) Upon receipt of a report from the building inspector indicating failure by the owner, lessee, occupant, mortgagee, agent or other person(s) having interest in said building to commence work of reconditioning or demolition within the time specified by this ordinance or upon failure to proceed continuously with work without unnecessary delay, the building commissioner shall hold a hearing giving the affected parties full and adequate hearing on the matter.

Written notice, either by personal service or by certified mail, return receipt requested, or by publication for two (2) successive weeks, in a newspaper qualified to publish legal notices, at least ten (10) days in advance of a hearing date, to the owner, occupant, mortgagee, lessee, agent and all other persons having an interest in said building as shown by the land records of the recorder of deeds of the county wherein the land is located, to appear before the building commissioner on the date specified in the notice to show cause why the building or structure reported to be a dangerous building should not be repaired, vacated or demolished in accordance with the statement of particulars set forth in the building inspector's notice as provided herein.

Any party may be represented by counsel and all parties shall have an opportunity to be heard.

- 3) Make written findings of fact from the evidence offered at said hearing as to whether or not the building in question is a dangerous building within the terms of Section 2.
- 4) If the evidence supports a finding based upon competent and substantial evidence that the building or structure is a dangerous building, the building commissioner shall issue an order based upon its findings of fact commanding the owner, occupant, mortgagee, lessee, agent or other person(s) having an interest in said building as shown by the land records of the county wherein the land is located, to repair, vacate or demolish any building found to be a dangerous building and to clean up the property, provided that any person so notified, shall have the privilege of either repairing or vacating and repairing said building, if such repair will comply with the ordinances of this (city/village) or the owner or any person having an interest in said building as shown by the land records of the county wherein the land is located, may vacate and demolish said dangerous building at his own risk to prevent the acquiring by the (city/village) of the lien against the land where the dangerous building stands. If the evidence does not support a finding that a building or structure is a dangerous building, no order shall be issued.
- 5) If the owner, occupant, mortgagee or lessee fails to comply with the order within thirty (30) days, the building commissioner shall cause such building or structure to be repaired, vacated or demolished and the property cleaned up as the facts may warrant; and the building commissioner shall certify the cost of the work borne by the (city/village) for such repair, vacation or demolition or cleaned up to the (city/village) clerk as a special assessment represented by a special tax bill against the real property affected; said tax bill shall be a lien upon said property and shall be deemed a personal debt against the property owner(s) unless the building or structure is demolished, secured or repaired by a contractor pursuant to an order issued by the (city/village) and such contractor files a mechanic's lien against the property where the dangerous building is located. The contractor may enforce this lien as provided in Sections 429.010 to 429.360 Revised Statutes of Missouri. Except as provided in subsection 6 of this section, at the request of the taxpayer this special tax bill may be paid in installments over a period of not more than ten (10) years; said assessment shall bear interest at the rate of _____ percent per annum until paid.
- 6) As to damage or loss to a building or other structure caused by or arising out of any fire, explosion or other casualty loss, if an order is issued by the building commissioner as provided in subsection 5 of this section, and a special tax bill or assessment is issued against the property, it shall be deemed a personal debt against the property owner. If there are proceeds of any insurance policy based upon a covered claim payment made for damage or loss to a building or other structure caused by or arising out of any fire, explosion or other casualty loss, the following procedure is established for the payment of up to twenty-five (25) percent of the insurance proceeds, as set forth in subdivisions a and b of this subsection. This subsection shall apply only to a covered claim payment that is in excess of fifty (50) percent of the face value of the policy covering a building or other structure:
 - a) The insurer shall withhold from the covered claim payment up to twenty-five (25) percent of the covered claim payment, and shall pay such moneys to the city to deposit into an interest-bearing account. Any named mortgagee on the insurance policy shall maintain priority over any obligation under the ordinance.

- b) The (city/village) shall release the proceeds and any interest that has accrued on such proceeds received under subdivision a of this subsection to the insured or as the terms of the policy and endorsements thereto provide within thirty (30) days after the receipt of such insurance moneys, unless the (city/village) has instituted legal proceedings under the provisions of subsection 5 of this section. If the (city/village) has proceeded under the provisions of subsection 5 of this section, all moneys in excess of that necessary to comply with the provisions of subsection 5 of this section for the removal, securing, repair and clean up of the building or structure and the lot on which it is located, less salvage value, shall be paid to the insured.
- 7) If there are no proceeds of any insurance policy as set forth in subsection 6 of this section, at the request of the taxpayer, the tax bill may be paid in installments over a period of not more than ten (10) years. The tax bill from date of its issuance shall be a lien on the property and a personal debt against the property owner(s) until paid.
- 8) Subsection 6 of this section shall apply to fire, explosion, or other casualty loss claims arising on all buildings and structures.
- 9) Subsection 6 of this section does not make the (city/village) a party to any insurance contract, and the insurer is not liable to any party for any amount in excess of the proceeds otherwise payable under its insurance policy.
- 10) The building commissioner may certify in lieu of payment of all or part of the covered claim under subsection 6 that it has obtained satisfactory proof that the insured has removed or will remove the debris and repair, rebuild or otherwise make the premises safe and secure. In this event, the building commissioner shall issue a certificate within thirty (30) days after receipt of proof to permit covered claim payment to the insured without the deduction pursuant to subsection 6 of this section. It shall be the obligation of the insured or other person making the claim to provide the insurance company with the written certificate provided from this subsection.

Section 9. Appeal.

Any owner, occupant, lessee, mortgagee, agent or any other person(s) having an interest in a dangerous building as shown by the land records of the recorder of deeds of the county wherein the land is located, may, within thirty (30) days from the receipt of the order of the building commissioner, appeal such decision to the circuit court of the county wherein the land is located, pursuant to the procedure established in Chapter 536 of the Revised Statutes of Missouri.

Section 10. Emergencies.

In cases where it reasonably appears that there is immediate danger to the health, life or safety of any person unless a dangerous building, as defined herein, is immediately repaired, vacated or demolished and the property is cleaned up, the building inspector shall report such facts to the building commissioner and the building commissioner may cause the immediate repair, vacation or demolition of such dangerous building and clean up of the property. The costs of such emergency repair, vacation or demolition of such dangerous building shall be collected in the same manner as provided in Section 7(5).

Section 11. Violations; disregarding notices or orders.

- 1) The owner, occupant or lessee in possession of any dangerous building who shall fail to comply with the order to repair, vacate or demolish said building given by the building commissioner shall be guilty of a misdemeanor and upon conviction shall be punishable as set forth in Section 12.
- 2) Any person removing any notices provided for in this ordinance shall be guilty of a misdemeanor and upon conviction shall be punished in accordance with Section 12.

Section 12. Penalties.

Any person violating the provisions of this ordinance is guilty of a misdemeanor and upon conviction thereof, shall be fined not more than five hundred dollars (\$500). Each day that a person fails to comply with an order of the building commissioner may be deemed a separate offense.

EXHIBIT 38

**PROPERTY OWNER'S DEMOLITION CERTIFICATION,
RELEASE, AND AGREEMENT TO MAINTAIN**

I, the undersigned, being the owner of the land and all structures located at _____, realizing that the building or buildings located thereon are substandard, hazardous, and dangerous to the public health and welfare, do hereby grant the City/County of _____ permission to demolish, destroy, or burn the above specified structures and to dispose of all resulting demolition debris.

I, the undersigned, do hereby grant the City/County of _____, its agents, servants, employees and assigns, for a period of three months from the date of this document, permission to enter upon the above identified land to accomplish said demolition or burning and disposal.

In consideration of the benefit conferred on me by the City/County of _____, in said demolition or burning and disposal, I, the undersigned, do hereby release and forever discharge the City/County of _____, its agents, servants, employees and assigns from any and all claims, demands, or actions for damages for any and all personal injuries, or loss or damage to property sustained in or growing out of said demolition or burning and disposal, and from complications arising therefrom.

I also hereby agree to comply with the City's/County's property maintenance Ordinance/Resolution No. _____ and other property reuse provisions as specified below:

It is understood that the above mentioned benefit is the full consideration for this settlement that the terms of the Release are fully understood and voluntarily accepted.

I HAVE READ THE FOREGOING RELEASE AND FULLY UNDERSTAND IT. IN WITNESS WHEREOF, I have hereunder set my hand this _____ day of _____, 20____.

Signature

Witness

EXHIBIT 39A



Missouri Department of Natural Resources

"Integrity and excellence in all we do"

Disposal of Demolition Wastes Contaminated with Lead or Other Heavy Metals

Hazardous Waste Program fact sheet

12/2004

This bulletin contains guidance for households, property owners, businesses, and contractors who must dispose of the following types of waste:

- Paint Residue - Paint chips, paint scrapings, and paint-contaminated blast residue from building renovations or demolition projects,
- Demolition Debris - Masonry, metal and boards that have been painted with lead-based (or other heavy metal-based) paint, and
- Scrap Metal - Metal objects that contain lead or other heavy metals.

This bulletin is not intended for guidance on the management of surface coatings removed from bridges, water towers or other similar outdoor structures.

Why are these wastes a concern?

Recent studies conducted by the U.S. Agency for Toxic Substances and Disease Registry, and by independent researchers, show that the health effects of lead exposure are greater than previously thought. Children are especially vulnerable to the effects of lead poisoning. Because lead and other toxic heavy metals may be contained in the wastes noted above, they require careful management and disposal.

For many years, lead-based paint was used in residences and businesses for its stable coating properties. Although lead-based paint was virtually banned by the Consumer Product Safety Commission in 1978 for residential application, it is often encountered when buildings are renovated or demolished. Also, lead-based paint is still manufactured and sold for corrosion/rust inhibition on steel structures and for other industrial purposes.

In older buildings, lead was also used for roofs, cornices, tank linings, and electrical conduits. In plumbing, soft solder, an alloy of lead and tin, was used for soldering tinplate and copper pipe joints.

How may I dispose of these wastes?

In Missouri, the requirements for waste disposal depend on the kind of waste you need to dispose of, and how you are regulated by the law. In all cases, wastes must be managed and disposed of so as not to adversely affect the health of humans, pose a threat to the environment, or create a public nuisance.

PUB002002

Recycled Paper



Residential Properties Containing Not More Than Four Family Units

This classification includes owner-occupied family residences; one family rental properties; and owner-occupied, multi-family dwellings of up to four family units. For multi-family dwellings, the owner of the property must occupy at least one of the four units.

All of these management options apply, whether or not a contractor is doing the work for you.

- **Paint Residue** - Paint residue may be placed in the household trash. Before disposal wrap tightly in a plastic bag or other container. It will be picked up by your trash hauler and taken to a sanitary landfill for disposal.
- **Demolition Debris** - May be placed in your household trash. It may be picked up by your trash hauler and taken to a sanitary or demolition landfill for disposal.
- **Scrap Metal** - Scrap metal should be taken to a salvage yard operator for recycling. If this is not possible, the metal may be placed in your household trash and picked up by your waste hauler for disposal at a sanitary or demolition landfill.

Other Structures

This category includes multi-family dwellings that are not owner occupied; multi-family dwellings containing more than four family units; commercial and business enterprises; institutions and industrial buildings; and other structures not specifically identified.

Paint Residue - Paint residue must be laboratory tested prior to disposal. The appropriate test method is the Toxicity Characteristic Leaching Procedure (TCLP), EPA Method 1311, which is described in Appendix 11 of the Code of Federal Regulations, Title 40, Part 261 (40 CFR Part 261). The test must include the eight metals noted in 40 CFR Part 261.24 (arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver). Environmental laboratories capable of conducting a TCLP may be found in the telephone directory "Yellow Pages."

If one or more of analytical limits meets or exceeds the regulatory limit, the waste is hazardous. Hazardous wastes must be managed, transported, and disposed of according to the Missouri Hazardous Waste Management Law and Regulations. This may require that the paint residue be sent to an authorized disposal facility that specialized in hazardous waste. In some cases, a lead smelter may accept lead-based paints for use in their lead production processes.

If laboratory analysis shows that the paint residue is non-hazardous, it must be disposed of at a sanitary landfill as "special waste." Paint residue may not be disposed of in a demolition landfill. Procedures for managing special wastes are included in the guidance, titled *Special Waste* technical bulletin. You may contact the Environmental Assistance Office for copies or questions regarding this technical bulletin.

Demolition Debris - Demolition debris need not be tested prior to disposal. Such wastes may be disposed of in either a sanitary or a demolition landfill in Missouri.

Scrap Metal - Scrap metal should be sent to a salvage yard for recycling. If this is not possible, the metal may be disposed of at a sanitary or demolition landfill.

About landfill disposal

Please note that a trash hauler or landfill operator has the right to refuse to accept any waste. A landfill may also request that you submit a special waste disposal request (forms available from the Solid Waste Management Program). For this reason, we recommend that you contact the landfill operator for permission prior to shipment. Refusal by one landfill operator does not preclude the generator from seeking another landfill operator's permission for disposal.

About recycling scrap metal

The recommended disposal method for scrap metal is recycling rather than disposal. Scrap metal may be sold or given to a salvage yard dealer. Lead scrap metal may also be sent directly to a lead smelter for re-melting and production of new lead and lead products.

Additional considerations and sources

Hazardous waste requirements are found in the Missouri Hazardous Waste Management Laws, Sections 260.345 through 260.575 of the Revised Statutes of Missouri (RSMo). The Missouri Hazardous Waste Regulations are found in Title 10, Division 25 of the Code of State Regulations (CSR). Most of the federal environmental requirements in Title 40 of the Code of Federal Regulations (CFR) are adopted by reference into the Missouri regulations.

Solid waste requirements are found in the Solid Waste Management Law in Sections 260.200 through 260.345 RSMo, and the regulations in Title 10, Division 80 in the CSR.

Copies of the Revised Statutes of Missouri are available through the Revisor of Statutes at (573) 526-1288, or are available online at www.moga.mo.gov. Copies of the Missouri Code of State Regulations are available through the Missouri Secretary of State at (573) 751-4015, or are available online at www.sos.missouri.gov/adrules/csr/csr.asp. Federal regulations may be viewed at federal depository libraries or may be purchased from a U.S. Government Bookstore, the U.S. Government Printing Office, or from a commercial information service such as the Bureau of National Affairs. Federal Regulations are also available online at www.access.gpo.gov/nara/cfr/index.html.

Other Guidance

The Missouri Department of Health - Office of Lead Licensing and Accreditation may be contacted for information regarding training, licensure and work practice standards for lead abatement activities. Disposal is an abatement activity. See Missouri Revised Statutes 701.300 701.338.

Please note that many municipalities have additional requirements in addition to those discussed above.

For more information call or write:

Missouri Department of Natural Resources
Hazardous Waste Program

P.O. Box 176, Jefferson City, MO 65102-0176

1-800-361-4827 or (573) 751-7560 office

(573) 751-7869 fax

www.dnr.mo.gov/alpd/hwp Program Home Page

Missouri Department of Natural Resources
Solid Waste Management Program
1-800-361-4827 or (573) 751-5401 office
(573) 526-3902 fax
www.dnr.mo.gov/alpd/swmp Program Home Page

Environmental Assistance Office
1-800-361-4827 or (573) 526-6627 office
(573) 526-5808 fax
www.dnr.mo.gov/oac Program Home Page

Missouri Department of Health
Office of Lead Licensing and Accreditation
1-888-837-0927 or (573) 526-5873

EXHIBIT 39B



Missouri Department of Natural Resources
"Integrity and excellence in all we do"

Facts on Open Burning Under Missouri Regulations

Air Pollution Control Program fact sheet

5/2003

Open burning is the burning of any materials in which air contaminants resulting from combustion are emitted directly into ambient air without first passing through a stack or chimney from an enclosed chamber. This fact sheet summarizes allowable and prohibited open burning under Missouri regulations. It does not include open burning restrictions that city or county governments may impose in addition to Missouri's state regulations. Prior to conducting any open burning, businesses and citizens should contact the city or county of jurisdiction for any local restrictions.

The open burning of certain trade wastes and tires produces toxic emissions harmful to human health and is therefore prohibited. Combustion sources, such as fires, typically produce large amounts of small particulate matter that can be inhaled, causing respiratory problems.

The burning of common household trash, including paper products and food wastes, can also have severe consequences. A recent study performed by the U.S. Environmental Protection Agency (EPA) concluded that the open burning of one household's trash could release certain dangerous pollutants in higher levels than the burning of the trash of thousands of homes by a municipal waste incinerator. Because of lower combustion temperatures, trash burned at private homes burns less efficiently, releasing high levels of several dangerous pollutants, including dioxins, volatile organic compounds (VOCs), acetaldehyde, formaldehyde, hydrogen chloride and naphthalene. These contaminants can be very harmful to air quality, especially in areas that already have higher pollution levels, such as Kansas City and St. Louis. They also pose a wide range of health risks. Open burning exposes individuals to toxic emissions that may irritate the eyes, skin and upper respiratory tract, and depress the central nervous system to cause headache, dizziness and fatigue.

Because of these potential dangers, the Missouri Department of Natural Resources strongly discourages open burning of any material prior to investigating alternatives. Some rural areas can participate in a "green box" service, which provides a trash collection point near a centrally located county road for local residents to use. Green boxes are usually picked up or emptied once a week. Other options include waste disposal services, waste diversion, recycling and composting. Contact your local Solid Waste Management District for assistance in implementing these cleaner alternatives to open burning.

PUB002047



Prohibited Open Burning Under State Regulation

Any waste generated by a business, trade, industry, or any demolition operation cannot be burned. This would include, but is not limited to paper, cardboard boxes, pallets, tires, rubber products, hazardous materials, styrofoam, plastics, petroleum based products and treated wood. Any asbestos-containing material cannot be burned.

Allowable Open Burning Under State Regulations (Local governments may have stricter laws and policies)

Open Burning of Household Refuse

Missouri allows open burning of household refuse originating on premises from four dwelling units or less and burned on the same premises. Materials such as tires or waste oil may not be used to start the fires or be burned in the fires.

Kansas City metropolitan area: Open burning is allowed provided the burning takes place within an area zoned for agricultural purposes and outside the portion of the metropolitan area surrounded by the corporate limits of Kansas City and every bordering municipality and outside the portion of the metropolitan area surrounded by the corporate limits of St. Joseph.

Outstate area: No special day, time or location restrictions.

Springfield-Greene County area: Open burning is allowed provided that burning takes place outside the corporate limits of Springfield and only within areas zoned A-1, Agricultural District.

St. Louis metropolitan area: Open burning of household refuse is prohibited in the St. Louis metropolitan area.

Open Burning of Household Yard Wastes

Missouri allows open burning of household yard wastes originating on premises from four dwelling units or less and burned on the same premises. Materials such as tires or waste oil may not be used to start the fires or be burned in the fires.

Kansas City metropolitan area: Open burning is allowed provided the open burning takes place within an area zoned for agricultural purposes and outside the portion of the metropolitan area surrounded by the corporate limits of Kansas City and every bordering municipality and outside the portion of the metropolitan area surrounded by the corporate limits of St. Joseph. Open burning of yard wastes in the city of St. Joseph is allowed only during a three-week period in spring and during a three-week period in fall between 10 a.m. and 3:30 p.m. The two, three-week periods are to be determined by the city of St. Joseph along with state agencies and the state fire marshal.

Outstate area: No special day, time or location restrictions.

Springfield-Greene County area: Open burning is allowed provided that open burning takes place outside the corporate limits of Springfield and only within areas zoned A-1, Agricultural District.

St. Louis metropolitan area: Open burning of tree leaves or residential brush is allowed only in areas outside of incorporated municipalities and is limited to the period beginning Sept. 16 and ending April 14 of each calendar year. These brush piles are limited to 16 square feet and the burning is allowed from 10 a.m. through 4 p.m.

Open Burning for Fire Training Purposes

Missouri allows fires to be set for the purpose of training fire fighters in the outstate, Springfield-Greene County and St. Louis metropolitan areas provided proper and timely notification to the appropriate regional office occurs. Fire training in the outstate area requires a written request be submitted to the appropriate regional office, a minimum of one week prior to the training. The St. Louis metropolitan area requires a written request a minimum of 24 hours prior to the training. All fire training exercises must be in compliance with 40 CFR part 61 subpart M, *National Emission Standard for Hazardous Air Pollutants*, for asbestos and National Fire Protection Association (NFPA) 1403. In the Kansas City area, see the requirements in the section on Required Open Burning Permits.

Open Burning in Agricultural Operations

Missouri allows agricultural burning throughout the state. However, several exceptions apply. Materials such as tires or waste oil may not be used to start the fires or be burned in the fires. Any burning which produces smoke in such a manner as to impair visibility for those operating motor vehicles or airplanes is prohibited. Any open burning which creates a health hazard is also prohibited. Contact the St. Louis Regional Office before burning in the St. Louis metropolitan area between April 15 and Sept. 15. Botanical nursery operations (greenhouses) are not considered agricultural operations.

Open Burning in Land Clearing Operations

Open burning of tree trunks, tree limbs and vegetation from land clearing operations is allowed only in the outstate area if the burning takes place outside the city limits of any incorporated area or municipality and at least 200 yards from the nearest inhabited dwelling. Materials such as tires or waste oil may not be used to start the fires or be burned in the fires.

Open Burning at Wood Processing Facilities

In the outstate area, open burning of untreated wood waste from wood processing facilities is allowed if production is less than 8,000 board-feet per day and the facility was in existence as of March 25, 1976, but has not relocated to a new site, and if the burning is done at least 200 yards from the nearest occupied structure.

In the outstate area, open burning of untreated wood waste from wood processing facilities is allowed if production is less than 8,000 board-feet per day and the facility has relocated or from new wood processing facilities not in existence as of Sept. 18, 1970 and the facility and the burning are at least one mile outside city limits, and at least 200 yards from the nearest occupied structure.

Open Burning for Recreational Purposes

Campfires and other fires used solely for recreational purposes, ceremonial occasions, or for outdoor noncommercial preparation of food are allowed in Missouri.

Required Open Burning Permits

In the Kansas City Metropolitan area an open burning permit is required to set fires for the purpose of training firefighters. All fire training exercises must be in compliance with 40 CFR part 61 subpart M, *National Emission Standard for Hazardous Air Pollutants*, for asbestos and National Fire Protection Association (NFPA) 1403.

Tree trunks, tree limbs, vegetation (excluding leaves or lawn clippings) or untreated waste lumber at a landfill, compost plant, transfer station or salvage operation can be burned, throughout the state, with an issued and valid open burning permit. The open burning permit requires the facility, in most cases, to use an air curtain destructor.

The open burning of certain trade wastes throughout the state, and vegetation from land clearing operations in the Springfield-Greene County area and the Kansas City and St. Louis Metropolitan areas, may be permitted only when it can be shown that open burning is the only feasible method of disposal and that disposal is in the public interest. Household refuse and household yard waste in the Springfield-Greene County area and the Kansas City and St. Louis metropolitan areas may be open burned in the off-season if permitted under these same conditions. The open burning permit requires the facility, in most cases, to use an air curtain destructor.

In the outstate area, commercial and municipal utility tree trimming operations must submit a request to the appropriate regional office for an annually renewable open burning permit. The request must describe the general size, condition, and age of the tree trunks and tree limbs to be open burned.

In the Springfield-Greene County and Kansas City and St. Louis metropolitan areas, commercial and municipal utility tree trimming operations must submit an application for an open burning permit to the appropriate regional office.

Nothing in this fact sheet may be construed to permit open burning that causes or constitutes a public health hazard, nuisance or a hazard to vehicular or air traffic or violates any other rule or statute.

Definitions

St. Louis metropolitan area: The geographical area comprising St. Louis, St. Charles, Jefferson and Franklin Counties and the city of St. Louis.

Springfield-Greene County area: The geographical area contained within Greene County.

Kansas City metropolitan area: The geographical area comprising Jackson, Cass, Clay, Platte, Ray and Buchanan counties.

Outstate area: The geographical area comprising those counties not contained in the St. Louis metropolitan area, the Springfield-Greene County area or the Kansas City metropolitan area.

Air Curtain Destructor: An air pollution control device designed to increase burning efficiency, thereby reducing air contaminant emissions during open burning.

Open Burning: The burning of any materials in which air contaminants resulting from combustion are emitted directly into the ambient air without passing through a stack or chimney from an enclosed chamber.

Open Burning Permit: A permit that must be applied for and then granted in order to open burn or open burn with restrictions. Permit applications must be sent to the Regional Office that has jurisdiction over your area.

Open Burning Permit Application

The open burning permit application is to be completed and then submitted to the Missouri Department of Natural Resources' Regional Office that has jurisdiction over your area. The application is to contain the following:

- The name, address and telephone number of the person submitting the application;
- The type of business or activity involved;
- A description of the proposed equipment and operating practices, the type, quantity and composition of trade wastes and vegetation to be burned and expected composition and amount of air contaminants to be released to the atmosphere, if known;
- The schedule of burning operations;
- The location where the open burning will be performed;
- Reasons why an emergency exists or no method other than open burning is feasible; and
- Evidence that the proposed open burning has been approved by the fire control authority and other local agencies that have jurisdiction over burning in the area.

For more information call or write:

Missouri Department of Natural Resources
Kansas City Regional Office
500 NE Colbern Road
Lee's Summit, MO 64086-4710
(816) 622-7000 office
(816) 622-7044 fax

Missouri Department of Natural Resources
Northeast Regional Office
1709 Prospect Drive
Macon, MO 63552-2602
(660) 385-2129 office
(660) 385-6398 fax

Missouri Department of Natural Resources
St. Louis Regional Office
7545 S Lindbergh, Suite 210
St. Louis, MO 63125
(314) 416-2960 office
(314) 416- 2970 fax

Missouri Department of Natural Resources
Southeast Regional Office
2155 N Westwood Blvd.
P.O. Box 1420
Poplar Bluff, MO 63901-1420
(573) 840-9750 office
(573) 840-9754 fax

Missouri Department of Natural Resources
Southwest Regional Office
2040 W Woodland
Springfield, MO 65807-5912
(417) 891-4300 office
(417) 891-4399 fax

All regional offices can receive mail through the P.O. Box 176, Jefferson City, MO 65102-0176 address, but for faster delivery, please use the direct address listed above.

Missouri Department of Natural Resources
Air Pollution Control Program
P.O. Box 176, Jefferson City, MO 65102-0176
1-800-361-4827 or (573) 751-4817 office
(573) 751-2706 fax
www.dnr.mo.gov/alpd/apcp Program Home Page

Missouri Department of Natural Resources
Solid Waste Management Program
P.O. Box 176, Jefferson City, MO 65102-0176
1-800-361-4827 or (573) 751-5401 office
(573) 526-3902 fax
www.dnr.mo.gov/alpd/swmp Program Home Page

EXHIBIT 39C



Missouri Department of Natural Resources
"Integrity and excellence in all we do"

Asbestos Requirements for Demolition and Renovation Projects

Air Pollution Control Program fact sheet

2/2005

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Introduction

This document is one in a series of fact sheets designed to assist you in becoming aware of the Department of Natural Resources' asbestos requirements. This particular document contains information regarding how to determine if your demolition or renovation project is regulated by the department's air pollution control requirements. It will also help to explain the basic requirements for asbestos inspection, asbestos abatement, and for notification of regulated demolition and renovation projects. Asbestos waste disposal requirements are also covered.

Determining if Your Project Will Involve Regulated Structures

The first step in determining if your demolition or renovation project is regulated is to determine the type of structure that will be involved in the project. The department regulates demolition and renovation projects involving institutional, commercial, public, industrial, or residential structures, installations or buildings. The only exception to this regulation is for residential structures that contain four dwelling units or less. However, residential structures are only exempt if the project involves the renovation or demolition of a single structure. If a residential structure is to be demolished as part of a larger demolition or renovation project, then the structure no longer meets this exemption, unless it is geographically dispersed from the remaining structures. The department considers a residential structure to be geographically dispersed if it is greater than 500 feet from other structures involved in the demolition or renovation project. Also, the structure must have been used exclusively for residential purposes. If the residential structure has been used during the course of its history for any purpose other than residential, such as being converted from residential to office use or converted from commercial to residential use then it is no longer exempt. Similarly, residential structures that are used for live fire training exercises are not exempt.

Inspection Requirements

Prior to demolition or renovation activities, regulated structures or those areas that will be subject to demolition or renovation activities must be thoroughly inspected to determine if any asbestos containing materials are present. This inspection must be performed by a Missouri-certified asbestos inspector. The inspector should identify all potential asbestos containing materials that may be disturbed by the demolition or renovation activity. Samples of the suspect materials should be collected and submitted for laboratory analysis to determine if they contain asbestos.

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The asbestos inspector can assume materials to be asbestos containing and avoid additional laboratory analysis. However, an inspector cannot make a determination that a suspect material is non-asbestos containing without laboratory analysis. The inspector should generate a report of his findings from the inspection. The report should indicate all suspect materials that were identified, as well as quantify the amount, location, category and condition of all asbestos containing materials. The report should also include a copy of the analytical results and chain of custody for all samples that were collected.

In the event that a building is structurally unsound, it may not be possible to thoroughly inspect the entire structure. An inspection should be performed in all areas of the building where it is safe to do so. The final inspection report should clearly indicate what areas, if any, were not inspected. These areas of the building will require special handling during demolition, which is explained later in this bulletin.

If you need assistance with finding a Missouri certified asbestos inspector, you may find a list of inspectors on the department's Web site at www.dnr.mo.gov/alpd/apcp/Asbestos.htm.

Categories of Asbestos Containing Materials

There are three categories of asbestos containing materials that may be identified by an inspector. They are as follows:

- Friable asbestos containing material which is any material containing more than one percent asbestos that, when dry, can be crumbled, pulverized or reduced to powder by hand pressure. Examples of friable materials include sprayed or troweled materials such as acoustical ceiling spray or boiler insulation, paper pipe insulation and drop-in ceiling tile.
- Category I nonfriable asbestos containing material which is asbestos containing packings, gaskets, *resilient floor covering and asphalt roofing products containing more than one percent asbestos. *(Any vapor barrier on resilient floor coverings such as sheet vinyl or tile is considered friable asbestos.)
- Category II nonfriable asbestos containing material which is any nonfriable material, other than category I materials, that contain more than one percent asbestos. Examples of category II materials include asbestos cement wall or roof shingles and cement pipe.

Depending on the type or category of the asbestos containing materials identified at a project and the forces that will eventually act upon them during demolition and renovation, the materials may or may not be regulated by the department's asbestos requirements. To determine the applicability of the department's asbestos requirements, one must determine if the asbestos from your project will meet the definition of Regulated Asbestos Containing Material (RACM).

Regulated Asbestos Containing Material (RACM) includes friable asbestos containing materials; category I nonfriable materials that have become or will become friable or have been subject to sanding, grinding, cutting, burning, or abrading; or category II nonfriable materials that have a high probability of becoming or that have become crumbled, pulverized or reduced to powder by the work practices utilized during the course of demolition or renovation.

Requirements for Abatement of Regulated Asbestos Containing Material

If the asbestos inspection conducted for your renovation or demolition project indicates 160 square feet, 260 linear feet, 35 cubic feet, or more of RACM (threshold quantities) will be impacted by demolition or renovation activities, then all of the RACM must be removed. This removal must be performed by a Missouri registered asbestos abatement contractor. Abatement contractors are trained in the proper procedures for safely removing and disposing of asbestos containing material and may only employ workers who are trained and subsequently, certified by the department on their projects.

In the event that a building is structurally unsound and it is unsafe to either inspect the building to confirm that no asbestos is present or to remove any RACM identified, the building can be demolished without being inspected or having the RACM removed. However, the demolition must be performed using wet methods and must be performed by a Missouri registered asbestos abatement contractor. Upon completion of the demolition, the debris must be inspected by a Missouri-certified asbestos inspector or assumed to contain RACM. If the asbestos inspection reveals that no RACM is present in the debris, then the debris can be handled as normal demolition waste and be removed by a general demolition contractor. If the asbestos inspection reveals that RACM is present or it is assumed that RACM is present, then all of the demolition debris must be handled as asbestos containing waste, unless the RACM can be isolated from the rest of the debris. All asbestos containing waste must be kept wet until the debris is properly disposed of at an approved sanitary landfill. A registered asbestos abatement contractor must perform the removal of the debris. Upon completion of the debris removal, a site assessment must be done to determine that the area surrounding the demolition site has not been contaminated with asbestos.

If you need assistance with finding a Missouri registered asbestos abatement contractor, you may find a list of contractors on the department's Web site at www.dnr.mo.gov/alpd/apcp/Asbestos.htm

Requirements for Abatement of Nonfriable Asbestos Containing Materials

Most nonfriable materials are not considered RACM, unless they are in poor condition or are rendered friable by improper work practices during demolition or renovation. Category I nonfriable materials can generally be left in place during demolition activities, provided the method of demolition will not make the material friable. However, for certain types of category I materials, such as floor tile and linoleum, the department generally recommends removal prior to demolition as these materials could easily be rendered friable during the demolition process. Also, leaving these materials in place may increase the amount of material considered as asbestos waste and may increase the cost of disposal. If category I ACM is left in place, work practices must be implemented to ensure the material is not made friable during removal or demolition. Any activity that will result in the material being subject to sanding, grinding, cutting, abrading, or burning may cause the material to become subject to regulation, depending on the quantity of RACM involved.

If threshold quantities of category II materials will be impacted, then they must be removed prior to demolition or renovation activities. This removal must be performed in a manner that does not render the material friable. If the material is crumbled, pulverized or reduced to powder during the demolition or removal process, the material may become subject to regulation depending on the quantity of RACM involved.

The Occupational Safety and Health Administration (OSHA) has specific work practice standards for friable and nonfriable Category I and Category II asbestos containing materials. While the removal of nonfriable materials may not be regulated by the department, the material can still pose a safety risk if handled improperly. For any project involving asbestos, whether regulated by the department or not, the use of trained asbestos professionals that are familiar with the OSHA standards for any asbestos removal work should be considered.

In addition, nonregulated asbestos containing material is still considered a solid waste and must be properly disposed of at an approved landfill or transfer facility in accordance with the Solid Waste Management Law. You should contact the facility where you plan to dispose of your asbestos waste for additional information on how the material should be packaged and delivered to their facility for disposal.

Notification Requirements

There are two types of notifications required by the department in regard to demolition and renovation projects, asbestos abatement project notification and demolition project notification. Asbestos abatement project notifications must be submitted to the department at least 10 working days prior to the start of a regulated asbestos abatement project. This notification period allows the department the time it needs to prepare to inspect the project to ensure that it is being performed in compliance with all of the applicable requirements. In the case of emergency situations, the department can waive the 10 working day notification period. However, verbal notice must be provided to the department within 24 hours of the onset of the emergency that describes the nature and scope of the emergency, the measures that will be taken to mitigate the situation, and a schedule for asbestos removal. A written notice must then be submitted to the department within seven days of the onset of the emergency.

The second type of notification is demolition notification. Demolition notification must be provided to the department at least 10 working days prior to the demolition of any regulated structure. This notice is required even if there is no asbestos identified on your project. This notification period provides the department the opportunity to inspect the structure prior to demolition to ensure that all asbestos issues have been properly addressed. A copy of the asbestos inspection report must accompany this notification. In the event a structure is in danger of imminent collapse and has been ordered demolished by a state or local government agency, the department can waive the 10 working day notification period. In this case, notice should be provided as early as possible before, but no later than the following working day. A copy of the government order must also be included with the notification.

It is the obligation of both the owner and any contractors involved to ensure that these notices are provided to the department. Failure to submit the notification is in violation of the department's requirements. The department will issue an approval letter for all asbestos abatement and demolition project notifications for regulated projects. Owners or contractors performing these types of projects should not proceed with the project without this approval.

You may obtain copies of the required notification forms from the department's Web site at www.dnr.mo.gov/alpd/apcp/Asbestos.htm.

Asbestos Waste Disposal Requirements

Asbestos waste from regulated projects involving threshold quantities of RACM must be handled in strict accordance with the department's requirements for asbestos waste disposal. Wastes from these projects must be handled by registered asbestos abatement contractors, who are trained in the provisions for proper waste disposal. These requirements include packaging the material in leak tight containers or wrapping and properly marking and labeling the bags with an asbestos warning label and the information for the generator of the waste. The material must be taken to an approved sanitary landfill or transfer station that accepts asbestos containing waste.

Nonfriable asbestos containing materials that are not made friable are not regulated by the department's asbestos requirements. However, this material is still considered a solid waste and must be properly disposed of at an approved landfill or transfer facility in accordance with the Solid Waste Management Law. You should contact the facility where you plan to dispose of your asbestos waste prior to removal to determine any specific procedures for waste delivery (packaging, wetting, etc.).

Asbestos Contact Information

For more information on the department's asbestos requirements, contact the department's Air Pollution Control Program or one of the department's other offices.

Missouri Department of Natural Resources
Air Pollution Control Program
P.O. Box 176
Jefferson City, MO 65102
(573) 751-4817 - phone
(573) 751-2706 - fax
www.dnr.mo.gov/alpd/apcp

Other Department Offices

Kansas City Regional Office	Lee's Summit	(816) 622-7000
Northeast Regional Office	Macon	(660) 385-8000
St. Louis Regional Office	St. Louis	(314) 416-2960
Southeast Regional Office	Poplar Bluff	(573) 840-9750
Southwest Regional Office	Springfield	(417) 891-4300
Environmental Assistance Office	Jefferson City	1-800-361-4827

Local Agencies

In Missouri, there are also four local agencies that have been delegated by the department to enforce the asbestos requirements. These local agencies may also have more stringent local ordinances that they enforce as well. Prior to performing a project in one of the following jurisdictions, you should contact the appropriate local agency to determine if any additional requirements apply.

Jurisdiction	Agency	Telephone
Kansas City proper	Kansas City Health Department, Air Quality Section	(816) 513-6314
St. Louis City proper	St. Louis Division of Air Pollution Control	(314) 613-7300
St. Louis County	St. Louis County Health Department	(314) 615-8923
Springfield proper	Springfield-Greene County Health Department	(417) 864-1662

Additional Asbestos Related Guidance Documents

For more specific information on the department's requirements in regard to asbestos, please reference the additional guidance documents listed below or contact the department or appropriate local agency at the contact information listed above.

- *Asbestos: What is it and Why is it a Concern?*
- *Management of Nonfriable Asbestos Containing Materials*
- *Requirements for Fire Training Exercises Involving Structures*
- *Natural Disaster Assistance for Missouri Citizens - How to Handle Asbestos Containing Debris*

For more information

Missouri Department of Natural Resources
Air Pollution Control Program
P.O. Box 176, Jefferson City, MO 65102-0176
1-800-361-4827 or (573) 751-4817 office
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www.dnr.mo.gov/alpd/apcp Program Home Page